

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

REGION 8  
999 18<sup>TH</sup> STREET - SUITE 300  
DENVER, CO 80202-2466  
<http://www.epa.gov/region08>

February 7, 2001

Ref: ENF-L

**BY FEDERAL EXPRESS**

Tom Lewis, Esq.  
Lewis, Huppert & Slovak, P.C.  
P.O. Box 2325  
725 3rd Avenue North  
Great Falls, Montana 59403

Dear Mr. Lewis:

As we discussed in our telephone conversation of February 6, 2000, I am enclosing a final agreement for partial compensation of property damages incurred as a result of response actions performed by the U.S. Environmental Protection Agency ("EPA") pursuant to Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9604. While redrafting pursuant to your suggested changes, I found it necessary to make four changes to your language. The first change, which is in the fifth Whereas clause, was made to reflect the fact that the longshed has not yet been demolished. The second change, located in the Release of Claims paragraph, defines "infrastructure", since EPA has compensated the Parkers for irrigation parts above-ground. The third change, in the same paragraph, is stylistic and meant solely to clarify our intent to reach a fair and appropriate settlement on the buildings. The fourth change, also in the Release of Claims paragraph, removes "fences" from a future compensation agreement, as EPA is building the Parkers a new fence, rather than compensating them for one.

In our telephone conversation I indicated that the Parkers would have to provide some information, such as social security numbers, in order for EPA to issue the wire transfer. I have now incorporated this information into the agreement, so by fully executing the agreement the Parkers will have provided all necessary information. I have also added a payment paragraph and lines for entry of social security numbers.

As I have indicated to you in prior correspondence, EPA wishes to continue to work with the Parkers to seek an adequate and accurate appraisal of the compensable value of the contaminated buildings in order to ensure that the value arrived at is justifiable under EPA's regulations and acceptable to the Parkers.



Despite this being a final agreement, I am willing to work with you to make last minute changes necessary to resolve this issue. Please call me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Cohn". The signature is fluid and cursive, with the first name "Matt" and last name "Cohn" clearly distinguishable.

Matthew Cohn  
Legal Enforcement Program

Enclosures

cc: Paul Peronard  
Kelcey Land